

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE 1 OF PAGES 42
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-07-R-00131	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>06/20/2007</b>	6. REQUISITION/PURCHASE NO. 41-07-07014
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave, SE, Mail Stop: W36-455 Washington, DC 20590		CODE	8. ADDRESS OFFER TO (If other than Item 7) Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave, SE, Mail Stop: W36-455 Washington, DC 20590		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 1200 New Jersey Ave, SE, Mail Stop: W36-455 until 3:00 p.m. local time 7/23/2007.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION → CALL:	A. NAME Robin K. Hobbs	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS <a href="mailto:Robn.Hobbs@dot.gov">Robn.Hobbs@dot.gov</a>
	AREA CODE 202	NUMBER 366-4004	EXT.		

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT SUMMARY**

The Contractor shall furnish all facilities, materials, and personnel and shall perform all services necessary to provide non-personal laboratory and technical support for the programs and activities of the Turner Fairbank Highway Research Center (TFHRC) Aerodynamics Laboratory as described in Section C below. All work shall be performed at the TFHRC in McLean, Virginia, except as otherwise provided in specific task orders.

The Government contemplates award of a single indefinite-delivery-indefinite-quantity (IDIQ) contract utilizing cost-plus-fixed-fee (CPFF) task orders in accordance with FAR 16.500.

The maximum potential value of all orders placed against this contract shall not exceed \$\_\_\_\_\_ over a 60-month period of performance that includes a one-year base period, and four one-year options. The minimum Government obligation under this IDIQ contract is \$25,000 for the base year of performance and each option year, if exercised. It is anticipated that cost reimbursable task orders may be incrementally funded.

**INDEFINITE-DELIVERY/INDEFINITE-QUANTITY MINIMUM AND MAXIMUM AMOUNTS**

Item	Period of Performance	Supplies/Services	Minimum Amount	Proposed Cost	Proposed Fixed Fee
CLIN 0001	Base Year	Aerodynamics Laboratory Support	\$25,000		
CLIN 0101	Option Year 1	Aerodynamics Laboratory Support	\$25,000		
CLIN 0201	Option Year 2	Aerodynamics Laboratory Support	\$25,000		
CLIN 0301	Option Year 3	Aerodynamics Laboratory Support	\$25,000		
CLIN 0401	Option Year 4	Aerodynamics Laboratory Support	\$25,000		

**B.2 TRAVEL**

All travel shall be authorized in advance by the Contracting Officer's Technical Representative (COTR), and shall be reimbursed in accordance with the Travel and Per Diem clause (reference Section G). For proposal purposes only, offerors should use an estimated annual amount for travel of \$27,000, for a total of \$135,000 for all years of contract performance.

**B.3 OTHER DIRECT COSTS**

The Contractor is authorized to purchase supplies and materials necessary to keep the lab operational, up to \$500 per purchase, and to invoice the Government for reimbursement on a monthly basis. The contractor shall get the COTR's verbal approval prior to purchasing items under this authorization. The contractor shall submit an orderly copy of receipts with the monthly invoices for reimbursement. For proposal purposes only, offerors should use an estimated annual amount of \$17,000, for a total of \$85,000 for all years of contract performance.

**NOTE:** The Government anticipates making a single award from this RFP (see Section L).

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 BACKGROUND**

The dramatic collapse of the original Tacoma Narrows Bridge on November 7, 1940, sparked considerable interest in the aerodynamic stability of suspension bridges. The George S. Vincent Wind Tunnel in the Aerodynamics Laboratory at the Turner-Fairbank Highway Research Center (TFHRC) in McLean, Virginia was constructed in the 1950's. By 1960, the Federal Highway Administration (FHWA) Aerodynamics Laboratory was in full operation and has been in continuous service ever since. Through the years, basic research and specific investigations have been conducted on more than 20 suspension and cable-stayed bridges located around the world. In general, the laboratory is used to gain a better understanding of bridge aerodynamics while providing a valuable service to highway agencies, bridge engineers, and the public. More specifically, the wind tunnel and associated facilities serve to:

- Evaluate aerodynamic stability of new designs
- Investigate response of long-span bridges to wind load
- Study the effects of wind turbulence on bridge stability
- Develop retrofit measures for existing structures
- Measure and quantify wind forces on bridge superstructures
- Study wind flow characteristics around superstructure components.

### **C.2 SCOPE**

The scope of this contract shall encompass the engineers, technicians, and other personnel required to assist FHWA engineers and technicians in the operation of the Aerodynamics Laboratory, the testing of structural models, full scale testing of structures, and the planning and conduct of special studies related to the accomplishment of laboratory objectives.

### **C.3 DELINEATION OF CONTRACTOR TASKS**

#### **Task A: Services**

When tasked, the Contractor shall perform the following types of services to satisfy the requirements of task orders issued under this contract:

1. Design, fabricate, and assemble models of bridge sections and components.
2. Design, fabricate, and assemble special test apparatus.
3. Install and calibrate sensors such as strain gages, accelerometers, pitot tubes, lasers, anemometers, hot wires, and hot films.
4. Set up and calibrate instrumentation such as signal conditioning, filters, spectrum analyzers, force balances, turn tables, traverses, and anemometry.
5. Perform maintenance on lab and field sensors as well as associated equipment.

6. Program and operate a variety of sophisticated data acquisition equipment.
7. Collect experimental data and reduce it into standard engineering form.
8. Manage, organize, and maintain large archives of laboratory and field test data.
9. Maintain laboratory test records, compile test results, and write reports documenting test activities.
10. Perform maintenance on computer programs and program documentation.
11. Develop new software and documentation as needed.
12. Plan, organize, and manage technical meetings as needed.

### **Task B: Special Projects**

When specifically tasked, the Contractor may be required to provide the above services on the following type of projects:

#### **Task B.1: Aerodynamic Investigation of New Bridge Designs**

The Contractor shall test bridge models in both laminar and turbulent flow under a variety of conditions. Bridge performance shall be evaluated to identify tendencies toward vortex-shedding, buffeting, galloping, or flutter response.

#### **Task B.2: Aerodynamic Investigation of Existing Bridge Designs**

The Contractor shall examine bridge designs which have exhibited poor aerodynamic performance to determine the cause of the problem. Retrofit measures shall be developed to improve or enhance structural stability and the modified design evaluated.

#### **Task B.3: Investigation of the Effects of Turbulence on Bridge Stability**

The Contractor shall program the FHWA turbulence generator for a wide variety of turbulence conditions and the resultant impact on bridge stability shall be evaluated. Scale, intensity, and spectrum shall be varied and bridge response evaluated.

#### **Task B.4: Measurement of Wind Forces on Bridges and Other Bluff Sections**

The Contractor shall measure static and dynamic wind forces on section models using a high frequency force balance as well as other techniques. A wide range of flow conditions shall be catalogued.

#### **Task B.5: Investigation of Flow Characteristics Near Bridge Cross Sections**

The Contractor shall carefully examine the flow field around various bridge shapes using sophisticated anemometry, flow visualization techniques such as Particle Image Velocimetry

(PIV), and computer simulation. Vortex shedding shall be investigated as well as wind gust effects on vehicles and structural components.

#### **Task B.6: Investigation of the Significance of Structural Details on Bridge Stability**

The Contractor shall evaluate barrier, railing, fairing and venting details to determine their role in bridge aerodynamic stability.

#### **Task B.7: Organization and Management of Technical Information Exchange**

The Contractor shall periodically organize small technical meetings, sessions, panel meetings or workshops to disseminate research findings, discuss mutual problems, propose new techniques, or to identify research needs, etc.

#### **Task B.8: Research Partnering**

The Contractor shall cooperate with the FHWA's research partners such as State Highway Agencies, Design Consultants, and outside contractors who have an agreement with the FHWA to utilize the Laboratory or other resources for mutually beneficial studies.

#### **Task C: Monthly Progress Reports**

The Contractor shall furnish to the Contracting Officer and the COTR, one copy of a monthly narrative progress report on or before the 15th day of the month following the month being reported. Each report shall set forth concise statements covering activities relevant to the study and shall include, as a minimum, the following:

1. A synopsis of the status of each TO and progress during the reporting period in achieving the objectives of the task.
2. A chart showing the work performed versus the scheduled costs.
3. Current and cumulative costs expended versus scheduled costs.
4. Identification of any problems encountered that would affect the completion of each task within the time and money constraints set forth in the contract, together with recommended solutions to such problems.
5. Preliminary or interim results, conclusions, trends, or other items of information which the Contractor feels are of timely interest to the FHWA.

#### **Task D: STAFFING REQUIREMENTS**

Task D.1 The Contractor shall provide an interdisciplinary research team which possesses considerable expertise in the fields of wind, earthquake, and structural engineering for successful completion of the research work and achievement of the following research objectives:

1. Design and analysis of long-span highway bridges and other highway structures.

2. Calculation of static and dynamic wind loads on suspended structures.
3. Development, planning, and performance of wind tunnel laboratory research.
4. Installation, use, and maintenance of electronic data acquisition equipment.
5. Similitude, model scaling, and model design.
6. Mechanical design of laboratory test apparatus. Fabrication of scaled models.
7. Computer programming in assembly language, BASIC, PASCAL, C, ASYST, LABVIEW, MATLAB, and FORTRAN. Use of Access, Word, Excel, PowerPoint, Adobe, Tecplot, AutoCAD, STAAD Pro, and SAP 2000.
8. Analysis, evaluation, modeling, and simulation of fluid-structure interaction problems.
9. Technical report review and writing as well as desktop and electronic publishing.

#### **Task D.2 Specialized Consultant Pool**

The Contractor shall provide a pool of six to eight consultants in order to enhance the Contractor's level of support and coverage of the technical requirements. Consultants may come from academia, the offeror's own in-house staffing, or any other available sources. In the staffing proposal, the offeror must include a resume and a signed letter of commitment demonstrating the individual's willingness to participate in the project at an agreed upon rate. The consultant pool must cover the following areas of expertise:

1. Expertise in wind tunnel simulation of wind effects on structures, especially bridges and other highway structures. Familiarity with simulation techniques, test procedures, instrumentation requirements, similitude and scaling issues, and model design.
2. Expertise in instrumentation and special sensors to measure wind effects either on models in the laboratory or on full scale structures in the field.
3. Expertise in bridge aerodynamics, including current numerical models and techniques for simulation and/or prediction of prototype behavior in expected wind conditions.
4. Expertise in Computational Fluid Dynamics (CFD) modeling of flow fields around structures and fluid structure interactions.
5. Expertise in measurement of wind flow fields around structures using Particle Image Velocimetry (PIV).
6. Expertise in design codes and guidelines, national and international, especially with regard to wind load provisions and their application.
7. Expertise in meteorology with particular emphasis on wind conditions, measurements, and characteristics as well as climate modeling to establish wind properties necessary for structural design.

**NOTE: Section L for detailed staffing requirements.**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING**

All deliverables under this contract shall be packed and marked in accordance with best commercial practices to ensure safe and timely delivery.

#### **SHIPMENT AND MARKING**

Shipment of deliverable items shall be as follows:

Ship to: Turner-Fairbank Highway Research Center  
6300 Georgetown Pike  
McLean, Virginia 22101

Mark for: \_\_\_\_\_

The Contractor shall mark each shipment with the company name, the contract number, the item identification, quantity of items, and notice of partial or final delivery.

#### **F.O.B. POINT**

The f.o.b. point for all items is specified in Section F.

## **SECTION E - INSPECTION AND ACCEPTANCE**

E.1 All work hereunder shall be subject to review by the Government. The Contracting Officer's Technical Representative shall make acceptance of the final report in writing.

E.2 52.246-5 Inspection of Services—Cost Reimbursement. APR 1984

E.3 52.246-9 Inspection of Research and Development (Short Form) APR 1984

#### **E.4 Accessibility of Electronic and Information Technology**

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract as a minimum. If the Contracting Officer determines any furnished product or service does not comply with the contract, the Contractor shall be notified in writing, and prompt corrective action shall be taken in accordance with the Inspection clause of this contract.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for issuance of task orders under this IDIQ contract consists of a 12-month base period and four one-year options for a total potential period of performance of 60

months. Any Task Order issued prior to the expiration date of the contract, and not completed within that time, shall be completed by the Contractor within the time specified under the task order. The Contractor is required to abide by the terms and conditions of the contract until the conclusion of the task order performance period. The period of performance for each Task Order will be specified within the Task Order document.

## **F.2 PLACE OF PERFORMANCE**

Generally, all work performed under this contract shall be accomplished at the Turner-Fairbank Highway Research Center in McLean, Virginia. Please see Section L for additional details. During the performance of the contract, it is anticipated that Task Orders issued under this contract, or Technical Directives (TD) issued by the COTR may specify other designated locations. Such locations shall be delineated on each Task Order or TD.

## **F.3 DELIVERABLES**

<b>DELIVERABLE</b>	<b>DUE DATE</b>
Monthly Progress Reports	On or before the 15th day of the month following the month being reported.
Laboratory Reports	As designated by individual Task Orders

The monthly progress reports required under Task C in Section C, shall be delivered to both the Contracting Officer's Technical Representative (see Section G), and the Contract Specialist listed below on or before the 15th of the month following the calendar month being reported.

## **F.4 PLACE OF DELIVERY**

All deliverables under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Federal Highway Administration  
Turner-Fairbank Highway Research Center  
6300 Georgetown Pike  
McLean, Virginia 22101  
ATTN: (to be filled in at award)

Progress reports and other items as specified shall be delivered to the Contracting Officer at the following address:

Federal Highway Administration  
Office of Acquisition Management  
HAAM-30C, Mail Stop: W36-455  
1200 New Jersey Ave, SE  
Washington, D.C. 20590  
Attention: Robin K. Hobbs

**F.5 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I APR 1984**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 TASK ORDER PROCEDURE**

For each requirement under which the Government intends to issue a Task Order, a Task Order Proposal Request (TOPR) will be sent to the contractor. Each TOPR will provide specific information on the work to be performed, the objectives or results desired, a period of performance, deliverables, pricing and other terms specific to the individual Task Order.

TOPRs may be issued by written communication or other electronic means. Each TOPR will state the due date for proposal submission.

Each TOPR will contain, as a minimum, the following information:

- (1) Contract Number, task order number, due date and time
- (2) Description of work
- (3) Reports and/or Data deliverables
- (4) Delivery/performance schedule

In response, the contractor shall submit a proposal to both the COTR and to the Contracting Officer at the following addresses:

Federal Highway Administration  
Turner-Fairbank Highway Research Center  
6300 Georgetown Pike  
McLean, VA 22101  
Attention: (to be filled in at award)

Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Ave, SE, Mail Stop: W36-455  
Washington, DC 20590  
Attention: Robin K. Hobbs (HAAM-30C)

Each proposal must clearly state the contract number and TOPR number on the outside of the submission envelope.

The proposal shall outline the Contractor's overall approach for completing the task order and shall, at a minimum, include:

- (1) Signed cover letter stating that this is the plan to the TOPR
- (2) Discussion of technical approach for performing the work
- (3) Estimated date of commencement of work, and any changes proposed to the schedule of performance
- (4) Direct labor hours and labor rates, by applicable labor category, and the totals estimated to complete the task, and key personnel assigned
- (5) The travel and material cost estimates
- (6) An estimate for subcontractors and consultants
- (7) Other pertinent information, such as any applicable other direct costs, direct and indirect overhead rates; and fee proposed.
- (8) The total estimated cost for completion of the task order.

If the Contractor either at the time of receipt of a task order or at any time during work assignment performance has reason to believe that the cost or number of labor hours will exceed

the estimates set forth in the task order, the Contractor shall immediately notify the COTR and the Contracting Officer in writing and suggest a revised estimate for completion of the work required. After discussion with the COTR, the Contracting Officer may issue a modification revising the terms and conditions of the task order.

The Contractor is not authorized to expend funds beyond those obligated to the task order, nor exceed its ceiling cost. The Limitation of Funds clause shall apply to incrementally funded Task Order, and the Limitation of Cost clause shall apply to fully funded Task Orders. The Contractor shall make the required notifications under the applicable clause.

## **G.2 PAYMENT—COST REIMBURSEMENT**

The Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of cost-reimbursable task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with "The FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment. Prior approval of the CO is required if the Contractor wishes to use a different payment request format.

**An original and two copies of the invoice shall be submitted to the CO and one copy to the COTR.**

In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the CO that the Contractor is making adequate progress toward successful contract completion.

Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

## **G.3 LIMITATION OF FUNDS**

Cost reimbursable task orders issued under this IDIQ may be incrementally funded. The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required by the clause shall be made in writing to the CO. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report of its progress and accomplishments to date.

## **G.4 INDIRECT COSTS**

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate of

[\_\_TO BE NEGOTIATED\_\_].

This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B).

## **G.5 BILLING RATES**

The provisional labor and indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the CO. The Contractor shall request new provisional billing rates in writing. Such requests shall delineate the current and proposed rates to be used along with the effective rate of escalation.

## **G.6 TRAVEL AND PER DIEM**

Travel and per diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect. Task Orders will include an estimated cost for travel on a not to exceed basis. Any costs deemed unreasonable will be reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall be fully justified and if at all possible, be approved in advance by the Contracting Officer. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

Travel requirements shall be met using the most economical form of transportation available. This includes using connecting rather than direct flights, and reasonable efforts to insure the most economical flights are secured. Simply relying on a travel agent may not be sufficient. If economy class transportation is not available, the invoice must include justification for use of higher class travel indicating dates, times, and flight numbers.

Information on current Federal Travel Regulations and current per diem rates may be obtained at the following web site:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA\\_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT](http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT)

The Contractor shall always attempt to receive the Government rate for auto rentals and hotel rooms. Authorization letters will be issued to travelers upon request.

## **G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

### **1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCT 1994**

The Contracting Officer has designated \_\_\_\_\_ as Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS

NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The CO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The CO shall authorize any such revision in writing.

## **G.8 SUBCONTRACTS – ADVANCE NOTIFICATION AND CONSENT**

Under this contract, the requirement of FAR 44.2, CONSENT TO SUBCONTRACT, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

## **G.9. ON-SITE DUTY HOURS, HOLIDAYS, AND ADMINISTRATIVE LEAVE**

Work hours for Contractor personnel shall generally not exceed 80 hours during a two-week period.

Any Contractor personnel working on Government premises shall observe only the holidays listed below:

New Year's Day	Columbus Day	Martin Luther King Jr.'s Birthday
Veteran's Day	President's Day	Thanksgiving Day
Memorial Day	Christmas Day	Independence Day
Labor Day		

Any other day designated by Federal statute.

Any other day designated by Executive Order.

Any other day designated by Presidential proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on Sunday, the following Monday is observed. The cost of salaries and wages to the Contractor for the above days shall be a direct cost for employees whose regular time is normally direct charged, and a reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the Contractor's accounting policy.) It is understood and agreed between the Government and the Contractor that observance of these days by the Contractor personnel shall not "on-its-face" cause an additional period of performance, or entitlement of compensation except as set forth above. In the event the Contractor's personnel work during a holiday, no form of holiday or other premium compensation will be reimbursed either as direct or indirect costs. When administrative leave is granted to the FHWA Federal employees in the Washington, DC metropolitan area, on-site Contractor personnel will also be dismissed. When administrative leave is granted to Contractor

personnel as a result of inclement weather, as a result of potentially hazardous conditions, or as a result of other special circumstances, it will be without loss to the Contractor. The cost of salaries and wages for on-site personnel for the period of any such excused absence will be a reimbursable item as explained in the preceding paragraph.

## **G.10 RESTRICTIONS AND STANDARDS OF CONDUCT**

The Contractor and his/her employees shall conduct only business covered by this contract during periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TRANSITION ACTIVITIES**

The Contractor shall provide services needed to assist in a smooth and orderly transition between the incumbent Contractor and a successor Contractor to ensure minimum disruption to vital Government business. These services may include, but are not limited to: data and other file transfer, material transfer, coordination with existing Contractor, and other activities to assist in an orderly transfer and establishment of continued operation of the contract services. The Contractor is expected to cooperate fully in the transition.

### **H.2 KEY PERSONNEL**

#### **1252.237-73 KEY PERSONNEL (MAY 2005)**

- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.
- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer has been notified of the change.

The Key Personnel under this Contract are:

*(to be completed at award)*

### **H.3 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES. APR 2005**

- (a) Definitions. As used in this clause - "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

- (b) Work under this contract may involve access to sensitive information, which shall not be disclosed by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual's suitability to have authorization.
- (c) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
- (d) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- (e) The Contractor shall ensure that contractor employees are:
  - (1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and
  - (2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.
- (f) The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.
- (g) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

#### **H.4 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT**

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

#### **H.5 Reports**

##### **H.5.1 Laboratory Reports**

Unless otherwise specified in the Task Order, laboratory reports shall be prepared in accordance with the latest version of the *Turner-Fairbank Highway Research Center Research, Development, and Technology Communications Reference Guide* available online at <http://www.tfsrc.gov/qkref/qrgmain.htm>, the Federal Highway Administration's (FHWA's) *Publications and Printer Handbook*, and the latest version of the *United States Government Printing Office Style Manual*.

All electronic documents prepared under this contract must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Offerors can view Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://www.section508.gov/>) for detailed information.

The FHWA has determined that the accessibility requirements contained in section 1194.22, "Web-based intranet and internet information and applications," apply to this work. The standards are available at <http://www.access-board.gov/sec508/guide/index.htm>. The following paragraphs summarize the requirements for preparing FHWA publications and reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored Web site. If you have further questions, please contact the FHWA contracting officers technical representatives listed in this statement of work/request for proposal.

#### **Electronic documents with images**

Provide a text equivalent for every non-text element in all publications or reports prepared in electronic format. For all documents prepared, vendors must prepare one standard MS Word publication/report document AND one MS Word document containing ONLY the "text equivalents for nontext elements," which includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief "text equivalent" description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

#### **Electronic documents with data tables**

When preparing tables within a publication or report, whenever possible, create simple tables with one header row rather than complex tables with nested header rows.

#### **Electronic documents with forms**

When electronic forms are designed for online completion, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

#### **Additional guidance for other elements**

Because all Federal Highway Administration reports are placed on the Web, there may be additional elements of a publication or report that require special Section 508 considerations. See the "Turner-Fairbank Highway Research Center Research, Development, and Technology Communications Reference Guide" (<http://www.tfsrc.gov/qkref/qrgmain.htm>) and the Access Board's Web site guidance, "Web-based Intranet and Internet Information and Applications (1194.22)" (<http://www.access-board.gov/sec508/guide/1194.22.htm>).

### **H.5.2. System of Measurements**

All technical reports shall provide units of measurement in the (SI) Metric System. In tables and illustrations (such as graphs) that may need to be expressed in English units, the conversion to SI required for each English unit used must appear consistently as either a legend or footnote, or as part of the caption. The American Society for Testing and Materials (ASTM) publication "Standard Practice for Use of the SI International System of Units: The Modernized Metric System," ASTM E380-89a or later, is the FHWA standard and shall be used as the basis for conversion.

### **H.5.3. Minimum Requirements for FHWA Web Pages**

The following minimum technical standards must be met by all FHWA web pages. Web documents that do not meet these standards will not be posted.

1. FHWA Web Pages will be encoded to conform to HTML 4.01 Transitional or higher, as defined by the World Wide Web Consortium.
2. File names will not exceed 20 characters in length. File names will be lower case, consist solely of letters, numbers and the underscore and will not contain slashes, spaces, tildes or hyphens. File extensions are to be 3 characters or less whenever possible (i.e. ".htm" instead of ".html").
3. All web pages will have a title in the head section of HTML documents. The title should be unique (to the server), brief, and descriptive - not to exceed 150 characters in length.
4. Web pages must be free of broken links or missing images. All links to pages within the server will be relative.
5. Web pages posted on the public Internet will have a standard header and footer. Web pages posted on StaffNet must have a standard footer.
6. FHWA web pages will comply with Section 508 web accessibility standards as established by the Architectural Transportation Barriers Compliance Board.
7. All textual files posted on the FHWA Internet server will be available in HTML format. All other formats (PDF, Word, Excel, PowerPoint, etc.) will have HTML equivalents.
8. The bodies of web pages will use sans-serif fonts, e.g., Arial or Helvetica.
9. All non-DOT external links on Internet web pages will feature exit doors.
10. The Contractor shall ensure that the public Website conforms to the privacy requirements of the E-Government Act of 2002. This includes ensuring the Website:
  - Uses only session cookies and no persistent cookies or other persistent tracking devices.
  - Posts a Privacy Policy, labeled "Privacy Policy," in accordance with the US Department of Transportation template and modified according to actual Website practices.

- Provides a line, labeled “Privacy Policy” and linked to the Privacy Policy on all pages that collect personal information and that are major entry points to the Websites (*e.g.*, home page).
- Posts an accurate and complete XML translation of the Privacy Policy, according to W3C P3P standards.

Scans or other verification techniques may be used by the Government to ensure the above requirements are met.

11. Web pages that collect survey information from the public must be approved by the Office of Management and Budget, in accordance with the Paperwork Reduction Act.
12. New FHWA Websites must be approved by the FHWA Office of Information and Management Services before posting.

## **H.6 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

### **Electronic Access to Contractor Performance Evaluations**

FAR 42.15 requires agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov>.

The registration process requires the contractor to identify an individual who will serve as a primary contact and who will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying them that a performance evaluation is electronically available for review and comment.

## **H.7 LIMITATION ON FUTURE CONTRACTING**

It is agreed by the parties of this contract that the Contractor may be restricted in its future contracting with FHWA in accordance with FAR Part 9.5, Organizational and Consultant Conflicts of Interest. Should the Contracting Officer determine that issues of OCI exist, action shall be taken in accordance with the above referenced FAR subpart.

## **H.8 TECHNICAL DIRECTIVES (TDs)**

The contractor shall be responsible to accomplish all tasks related to the Government's requirements delineated in Section C of the basic IDIQ contract, and as specified on individual task orders. During the course of task order performance, the COTR may issue specific TDs. Such directives shall be issued for the purpose of providing technical direction and guidance to the contractor within the overall scope of the contract. The COTR shall submit such directives to

the designated contractor representative (project/program manager) via e-mail. The contractor shall respond with a rough order of magnitude cost estimate (ROM), which may include labor categories, number of hours, rates, travel, and material as applicable, or as otherwise required by the COTR. Upon written approval by the COTR, the contractor may proceed with performance.

No TD issued by the COTR shall constitute a change to the terms and conditions of the task order or the basic IDIQ contract. In accordance with FAR clause 52.243-7 Notification of Changes, the contractor is required to promptly notify the Contracting Officer if it feels that a TD has altered any of the terms and conditions of the task order or the basic IDIQ contract.

## **H.9 USE OF GOVERNMENT FURNISHED FACILITIES**

The Government will provide, as a minimum, the following facilities and equipment necessary for the contractor to conduct the required work:

### **A. Office Equipment**

FHWA will make available to the Contractor such items as desks, chairs, tables, bookcases, wastebaskets, filing cabinets, office supplies, and other items determined by the COTR to be necessary for on-site work by the Contractor.

### **B. Services**

1. FHWA will provide telephone service for the Contractor for official use in connection with work under this contract, at no cost to the Contractor.
2. FHWA will provide reproduction equipment to satisfy the needs of the Contractor for services rendered relative to this contract.

### **C. Office Space**

FHWA will provide office space to satisfy the needs of Contractor personnel, for work on this contract. Office space for certain personnel may be in the Aerodynamics Laboratory.

### **D. Tools and Equipment**

FHWA will provide all necessary and customary tools needed by the Contractor for laboratory work covered by this contract, as determined by the COTR.

## **H.10 GOVERNMENT VEHICLES**

The Contractor shall provide insurance coverage that allows contract personnel to drive a Government vehicle (pick-up truck) to pickup materials and supplies.

## **H.11 GOVERNMENT FURNISHED OR CONTRACTOR ACQUIRED PROPERTY**

Equipment provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. At the conclusion of the contract, all equipment provided by the Government to

the Contractor shall be returned to the Government in the same condition as when provided to the Contractor, less normal wear and tear. The Contractor is responsible for transporting all equipment to TFHRC, F.O.B. Destination, at the conclusion of the contract.

#### **H.12 TAR 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on FORM DOT F 4220.43, Contractor Report of Government Property.

#### **H.13 UNAUTHORIZED DISCLOSURE OF PROPRIETARY INFORMATION**

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.

#### **H.14 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology," as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security

Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) National Institute of Standards and Technology (NIST) Guidelines;
- (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
- (4) DOT Order 1630.2B, Personnel Security Management

(c) Within 30 days after contract award, the contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

### **Government Warning**

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's files or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication,

transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

(g) The contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

## **SECTION I - CONTRACT CLAUSES**

### **Printing Restrictions**

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law

101-163, and all applicable Government Printing Office and Department of Transportation regulations.

**52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows: None

**52.215-19 Notification of Ownership Changes. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (DEVIATION) (JUNE 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (**DEVIATION**) Any award resulting from this solicitation will be made directly by the Federal Highway Administration to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply to construction or service contracts.

(2) (**DEVIATION**) The [insert name of 8(a) contractor] will notify the Federal Highway Administration Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

## **52.252-2 Clauses Incorporated by Reference. FEB 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/>.

## **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	SEP 2006
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.204-7	Central Contractor Registration.	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	SEP 2006
52.215-2	Audit and Records – Negotiation.	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications.	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997

- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. OCT 1997
- 52.216-7 Allowable Cost and Payment. DEC 2002
- 52.216-8 Fixed Fee. MAR 1997
- 52.216-18 Ordering. OCT 1995
  - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months after award.
  - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
  - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- 52.216-19 Order Limitations. OCT 1995
- 52.216-22 Indefinite Quantity. OCT 1995
- 52.217-9 Option to Extend the Term of the Contract. MAR 2000
- 52.219-8 Utilization of Small Business Concerns. MAY 2004
- 52.219-14 Limitations on Subcontracting. DEC 1996
- 52.219-17 Section 8(a) Award. DEC 1996
- 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. JUN 2003
- 52.222-2 Payment for Overtime Premiums. JUL 1990
- 52.222-3 Convict Labor. JUN 2003
- 52.222-21 Prohibition of Segregated Facilities. FEB 1999
- 52.222-26 Equal Opportunity. MAR 2007
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. SEP 2006
- 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. SEP 2006
- 52.223-5 Pollution Prevention and Right-to-Know Information. AUG 2003
- 52.223-6 Drug-Free Workplace. MAY 2001
- 52.223-14 Toxic Chemical Release Reporting. AUG 2003
- 52.225-13 Restrictions on Certain Foreign Purchases. FEB 2006
- 52.227-1 Authorization and Consent. JUL 1995
- 52.227-14 Rights in Data—General. JUN 1987
- 52.228-7 Insurance - Liability to Third Persons. MAR 1996
- 52.232-1 Payments. APR 1984
- 52.232-8 Discounts for Prompt Payment. FEB 2002
- 52.232-17 Interest. JUN 1996
- 52.232-20 Limitation of Cost. APR 1984
- 52.232-22 Limitation of Funds. APR 1984
- 52.232-23 Assignment of Claims. JAN 1986
- 52.232-25 Prompt payment. OCT 2003 -- Alternate I FEB 2002
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. OCT 2003

- 52.233-1 Disputes. JUL 2002
- 52.233-3 Protest after Award. AUG 1996 - Alternate I JUN 1985
- 52.233-4 Applicable Law for Breach of Contract Claim. OCT 2004
- 52.242-1 Notice of Intent to Disallow Costs. APR 1984
- 52.242-3 Penalties for Unallowable Costs. MAY 2001
- 52.242-4 Certification of Final Indirect Costs. JAN 1997
- 52.242-13 Bankruptcy. JUL 1995
- 52.243-2 Changes—Cost-Reimbursement. AUG 1987 - Alternate II APR 1984
- 52.243-7 Notification of Changes. APR 1984
- 52.244-2 Subcontracts. AUG 1998 - Alternate II JAN 2006
- 52.244-5 Competition in Subcontracting. DEC 1996
- 52.244-6 Subcontracts for Commercial Items. MAR 2007
- 52.246-25 Limitation of Liability - Services. FEB 1997
- 52.249-6 Termination (Cost-Reimbursement). MAY 2004
- 52.249-14 Excusable Delays. APR 1984
- 52.253-1 Computer Generated Forms. JAN 1991

## **II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES**

1252.219-72 Notification of Competition Limited to Eligible 8(a) Concerns - Alternate III.  
APR 2005

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

- 1252.223-71 Accident and fire reporting. APR 2005
- 1252.223-73 Seat belt use policies and programs. MAY 2005
- 1252.235-70 Research misconduct. MAY 2005
- 1252.239-70 Security requirements for unclassified information technology resources.  
APR 2005
- 1252.239-71 Information technology security plan and accreditation. APR 2005
- 1252.242-72 Dissemination of contract information. OCT 1994
- 1252.242-73 Contracting officer's technical representative. OCT 1994

## **SECTION J - LIST OF ATTACHMENTS**

1. Sample Format for Monthly Progress Reports – 1 page
2. Billing Instructions - Cost Reimbursement Contracts - 5 pages
3. Sample Format - Price Proposal Budget Summary - 2 pages
4. Disclosure of Lobbying Activities – 2 pages
5. Notice to Offeror – 1 page
6. Past Performance Questionnaire-3 pages

**NOTE:** Offeror may call in for a copy of these documents if needed.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS OR QUOTERS**

**K.1 52.204-8 Annual Representations and Certifications.**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380.

(2) The small business size standard is \$11M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K.2 OTHER COMMUNICATIONS**

To facilitate communications, please provide your Telefax (FAX) number, if available.

FAX Number: \_\_\_\_\_

### **K.3 FEDERAL PROCUREMENT DATA**

Each Contractor receiving an award over \$25,000 will be requested to provide the information as set forth below:

(1) DUNS Number: \_\_\_\_\_

(This number is assigned by Dun and Bradstreet, Inc. If the number is not known, it can be obtained from the local Dun and Bradstreet office.

(2) Home Office County and Congressional District: \_\_\_\_\_

(3) Congressional District of the Principal place of performance:

\_\_\_\_\_

### **K.4 NOTIFICATION OF DEFECTIVE INVOICES**

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Area Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

Telex No. \_\_\_\_\_ TWX \_\_\_\_\_

\_\_\_\_\_

#### **TO BE COMPLETED BY OFFEROR**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature) (Title)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO THE OFFEROR  
OR QUOTER**

**(Please show the RFP number and closing date on the forwarding envelope)**

**The new address for the Office of Acquisition Management, effective, May 21, 2007:**

U.S. Department of Transportation  
Federal Highway Administration  
Office of Acquisition Management  
Mail Stop: W36-455  
1200 New Jersey Avenue, SE  
Washington, DC 20590

**NOTE:** Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time.

**Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely,** not just delivered to the mail room/visitor's center. To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, available on line at <http://www.fhwa.dot.gov/aaa/forms.htm> or Attachment #5.

Further, please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

Please keep these factors in mind as you determine the best means to deliver your proposal so as to ensure delivery in the Office of Acquisition Management by no later than 3:00 PM Eastern Time on the date identified on SF-33, Block 9.

Please direct all questions to Ms. Robin K. Hobbs at email [Robin.Hobbs@dot.gov](mailto:Robin.Hobbs@dot.gov) or phone number (202) 366-4004.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3)

**NOTE:** Facsimile proposals will not be considered for this solicitation.

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER  
(OCT 2003)**

**52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)**

Pursuant to FAR 52.215-1 (MAY 2001), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offeror. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

**52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

**INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

**NOTE:** The Government's evaluation criteria are delineated in Section M, herein. The Offeror is advised to carefully review Section M in preparing their proposal submissions.

**NOTE:** For proposal preparation purposes, assume an estimated award date of September 7, 2007.

**NOTE:** The Offeror shall indicate under Volume I of the proposal the name(s) and title(s) of the person(s) who actually writes the proposal and his/her relationship to the offering company.

**PROPOSAL FORMAT**

**The Offeror shall submit the following:**

1. RFP Section A. Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned with the offer.
2. In addition, submit one original and four copies of the proposal volumes.

Proposal Submittal Location

The original proposal and four copies shall be submitted to the following address.

Mailing Address: Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Ave, SE, Mail Stop: W36-455  
Washington, DC 20590  
Attn: Ms. Robin K. Hobbs (HAAM-30C)

**VOLUME I - “TECHNICAL PROPOSAL”** This volume shall consist of three parts:

The combined total page count of Volume I shall not exceed 75 pages including text, figures, tables, resumes and appendices. Should the Offeror choose to include a Title Page and/or a Table of Contents, these will not be counted against the 75 pages limit. In the event an Offeror exceeds the 75 page limitation, the Government will evaluate only the first 75 pages of the proposal.

Parts I, II, III, and IV shall be bound together in a single volume that is separate from Volume II.

Part I – Technical & Management Approach

Part II – Staffing

Part III – Quality Assurance

Part IV – Past Performance

**VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.”**

Volume II shall consist of two parts:

Part I – Cost/Price Information

Part II – Other Financial & Organizational Information

Parts I and II of Volume II shall be bound together in a single volume that is separate from Volume I.

**The format of the above proposal volumes shall be as follows:**

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in Volume I.

**VOLUME I - TECHNICAL CAPABILITIES**

## **PART I - MANAGEMENT & TECHNICAL PROPOSAL**

a) A discussion that describes your proposed technical approach to meeting the requirements of the SOW if awarded a contract. Demonstrate your understanding of the requirements of the effort.

b) A discussion of the organization's overall capability to manage, coordinate, and provide the required staffing to accomplish efforts of this type. Organizational hierarchies, lines of communication, and program/project methodology should be addressed. Include your plan to fill the differing types of vacancies that may occur related to poor performance, retirement, new Government requirement, and/or normal turnover. Please provide a discussion of your company policies designed to incentivize, recognize, reward, retain and recruit skilled employees.

## **PART II – STAFFING PROPOSAL**

The Staffing Proposal shall consist of a clear description of how the proposed staffing meets the qualifications required by the various sections of this RFP. Provide the names and resumes of all personnel with associated hours in the level-of-effort provided below. Resumes shall clearly identify and describe the individual's education and experience. Provide evidence that all proposed personnel are available and committed to fulfill the estimated level-of-effort requirements specified for their labor category. Provide letters of commitment for new hires. If subcontracting for professional staffing is required, indicate the number and types to be subcontracted to other sources.

The following types of staffing shall be provided on an as needed basis:

- 1. Program Manager (PM):** The PM shall serve as liaison with FHWA, be responsible for the Contractor's work under this contract and ensure that the requirements of the contract are met. The PM shall supervise the preparation of all reports. The PM shall also be responsible for the selection and assignment of the Contractor's personnel to work under this contract. Depending on the nature of the assigned work and staff experience, the PM's responsibilities for day-to-day management of on-site personnel may be delegated to a Research Engineer (RE), subject to approval by the FHWA's COTR. The PM shall have considerable experience managing support services, research, and engineering projects of the type and complexity as described herein. Depending on experience, the PM may also serve as a Research Engineer.
- 2. Research Engineer (RE):** Depending on experience and the nature of the work, the Contractor may elect to have a RE directly responsible for the planning and conduct of work performed by the Contractor's personnel. The Contractor may provide REs at one, or all, of four levels. **Level I (RE-1)** shall be a starting level for which the minimum requirements are a Bachelor of Science degree in Civil, Aerospace, or Mechanical Engineering, and basic laboratory experience. **Level II (RE-2)** shall be a higher level for which the requirements are completion of an MS degree (Structures) or one year of hands-on experience planning and conducting laboratory studies. **Level III (RE-3)** shall be an advanced level for which the requirements shall be an MS degree plus one year of research experience or at least three years of hands-on experience managing and conducting structural investigations of the type described herein. **Level IV (RE-4)** shall be a highly advanced level for which the requirements shall be a PhD

degree plus two years of research experience or at least five years of hands-on experience managing and conducting structural investigations of the type described herein.

**3. Research Assistant (RA):** One or more RAs may be assigned to provide designated engineering services for the Contractor. The Contractor may provide RAs at one, or both, of two levels. **Level I (RA-1)** shall be a starting level for which the minimum requirements are the completion of at least three years of training in engineering, be currently enrolled in a Civil or Mechanical Engineering program, and have completed courses in fluid dynamics/mechanics and structural dynamics/vibrations. **Level II (RA-2)** shall be a more advanced level for which the requirements shall be completion of a Bachelor of Science degree in Civil or Mechanical Engineering, be currently enrolled in a graduate degree program in Structures, and have at least one year of hands-on experience conducting structural studies of the type described herein. The RA(s) shall be responsible for assisting the RE and/or the PM. The level of responsibilities and/or work assignments will depend upon the level of engineering training and experience of the RA(s).

**4. Research Technician (RT):** One or more RTs shall be provided to assist the FHWA and Contractor's engineers in setting up and conducting tests or working with instrumentation systems either in the Laboratory or at field sites. The Contractor may provide RTs at one, or all, of three levels. **Level I (RT-1)** shall be a starting level for which the minimum requirements are completion of at least two years of technical training in engineering, engineering technician skills, computer science, or electronics, and a good level of mechanical aptitude. **Level II (RT-2)** shall be a more advanced level for which the requirements shall be two years of experience in a laboratory and good familiarity with instrumentation. **Level III (RT-3)** shall be a high level for which the requirements shall be completion of advanced training or certification programs, at least six years of hands-on experience as a research technician, and a broad grasp of laboratory/field test procedures and instrumentation requirements.

**5. Machinist (M):** A machinist may be needed to assist in the fabrication, assembly, or modification of model components, test fixtures, and associated hardware. Depending on the nature of the work and availability of equipment, the machinist may be required to perform these duties either on-site in the FHWA machine shop **Level I (M-1)** or off-site in another shop **Level II (M-2)**. The machinist shall have a minimum of three years of shop experience and be familiar with fabrication and assembly of small parts for models and fixtures as well as frame structures for laboratory hardware.

**6. Support Laborer (SL):** One or more SLs may be needed to assist with the assembly or modification of models, fixtures, and test setups, as well as general repairs and maintenance around the Laboratory. As a minimum, the SL shall be a high school graduate with an aptitude for working with hand tools.

**7. Cabinetmaker/ModelBuilder (CM/MB):** One or more CM/MBs shall be provided to assist in the layout, fabrication, assembly, and finishing of cabinetry and wind tunnel models. On occasion, the CM/MB will be required to refurbish or modify existing models as the testing may require. The contractor may provide CM/MBs at one, or both, of two levels. **Level I (CM/MB-1)** shall have sound experience with woodworking, familiarity with wood properties, and the use of common shop equipment. **Level II (CM/MB-2)** shall be a more advanced level with significant experience in precision millwork, cabinet making, and model building. Level 2

must have all the tools, equipment, and facilities necessary for performing the precision woodworking, since these will not be provided by the Government.

**8. Data Manager/Document Processor/Programmer (DM):** One or more DMs shall be provided to assist in the management of laboratory data and records, in the preparation of information for laboratory documents, reports, and publications, and in developing GUI's. The Contractor may provide at one, or both, of two levels. **Level I (DM-1)** shall be a starting level for which the minimum requirements are good office skills and experience with desktop computers and computer tasks, including record keeping, forms generation, data entry, word processing, and on-line searching. **Level II (DM-2)** shall be a more advanced level for which the requirements shall be broad experience with computers and data management tasks, including skills with applications software, graphics packages, optical scanning, electronic publishing, and web design. The DM-2 must be capable of performing comprehensive review and editing of documents, development of databases, programming of GUI's, processing and manipulation of data, and assembly of materials for electronic publication, web posting or presentations.

**9. Computer Aided Drafter/Designer (CAD):** One or more CADs shall be provided to assist in the drawing and/or design of laboratory models, fixtures, and mechanical systems. The contractor may provide CADs at one, or both, of two levels. **Level I (CAD-1)** shall be for computer aided drafting (CAD) duties requiring experience with programs such as AutoCAD. **Level II (CAD-2)** shall be for computer aided drafting and design (CADD) duties requiring experience with mechanical design as well as drafting. The Laboratory has AutoCAD LT software that will be made available for basic drafting needs (level I). For more complex drafting and mechanical design (level II), the Designer/Drafter shall have his/her own equipment and software.

**10. Research Specialist (RS):** One or more RSs shall be provided to assist with special tasks and needs that may arise during the course of this contract. This labor category is a more general designation to cover situations where staff with very specialized skills are required and do not fit within any of the above categories. For example, this category might include aerodynamicists, seismic engineers, and systems/structural control programmers.

**11. Consultant (C):** Depending on the nature of the research being conducted and technical problems which may arise, it may be necessary for the Contractor to retain the services of one or more consultant(s) who shall provide expert advice and services on the designated study for the Contractor. The Contractor may provide consultants at one, or several, of the technical levels defined below. **Level I (C-1)** shall be a starting level for a young consultant demonstrating potential in the field. **Level II (C-2)** shall be a highly motivated, imaginative consultant in the field who has attained the rank of beginning level Assistant Professor, Project Engineer, Chief Inspector, or equivalent. **Level III (C-3)** shall be a recognized expert in the field who has attained a higher rank of Assistant Professor, Principal Engineer, Research Engineer, Consultant, or equivalent. **Level IV (C-4)** shall be a recognized national expert in the field who has attained the rank of Associate Professor, Assistant Dean of Engineering, Assistant Director of Research, Assistant Chief Engineer, Senior Consultant, or equivalent. **Level V (C-5)** shall be a recognized world class expert in the field who has attained the rank of Full Professor, Dean of Engineering, Chief Engineer, Fellow Senior Consultant, or equivalent.

**NOTE:** All of the above types of staffing support may not be required to provide services on each individual task order.

## ESTIMATED LEVEL OF EFFORT

The Government's estimate of staffing is shown below. These estimates include the full time staff, all on-site staff, and the estimates of other personnel required to perform the work. Due to the indefinite nature of work to be performed under this contract, the offeror is directed to propose in accordance with this level of effort estimate. For those categories which have no hours associated with them, please propose the labor rate for that category. This estimate is the Governments' maximum anticipated level of effort for each year of contract performance and is provided for proposal preparation purposes only. The Government's actual requirements will be established during the course of contract performance through the issuance of Task Orders. The table below is illustrative of one year of contract performance.

Labor Category	Level I	Level II	Level III	Level IV	Level V	Five Year Total
Program Manager	150	---	---	---	---	750
Research Engineer A	---	1945	---	---	---	9725
Research Engineer B	---	1944	---	---	---	9720
Research Engineer C	---	---	---	1920	---	9600
Research Assistant	500	500	---	---	---	5000
Research Technician	145	---	200	---	---	1725
Machinist	---	210	---	---	---	1050
Support Laborer	---	---	---	---	---	
Consultant	160	175	40	40	---	2075
Model Builder	35	200	---	---	---	1175
Data Manager A	---	1936	---	---	---	9680
Data Manager B	---	1936	---	---	---	9680
Designer/Drafter	---	---	---	---	---	
Specialist (Seismic)	1920	---	---	---	---	9600

### Professional Staffing Categories

1. Program Manager shall serve as the contact point for Government officials and shall provide oversight and training for all staffing under the contract. Additionally, the PM shall supervise all research activities under the contract, including report preparation.

2. Research Engineer A will serve as the PM in his/her absence and perform PM duties as delegated. The RE will also coordinate the day-to-day activities at the lab, support the COTR in procurement of equipment and supplies, assist with full scale testing and analysis of test data, design test fixtures, and prepare lab reports.
3. Research Engineer B will also support the COTR in the procurement of equipment and supplies, assist with model testing in the wind tunnel, design experiments, perform flow visualization studies, conduct CFD simulations, analyze laboratory and field data, and prepare lab reports.
4. Research Engineer C will perform advanced engineering analysis to assess the aerodynamic stability of transportation structures, perform finite element modeling of complex structures, evaluate the effectiveness of retrofit measures to improve performance, and develop guidelines for improved aerodynamic design.
5. Research Specialist (Seismic) will perform various tasks related to earthquake engineering, including damage assessment, development of testing guidelines, conducting multihazard experiments, evaluation of retrofits, among other things.

### **Other Staffing Categories**

1. Research Assistant I will serve as a data collector, detailer, and data analyst.
2. Research Assistant II will serve as a data collector, detailer, and data analyst. The RA will also plan and conduct more advanced experiments.
3. Research Technician I will assist with setup of instrumentation and experiments in the lab as well as calibration and/or repair of instrumentation.
4. Research Technician III will assist with the setup and maintenance of instrumentation for testing and/or monitoring of highway structures as well as the performance of any testing at the field sites.
5. Machinist II will assist with the fabrication of models and test fixtures for the laboratory as well as mounting fixtures for instruments at field sites.
6. ModelBuilder I will assist with the fabrication of simple wooden models for the laboratory as well as storage cases for models, and shipping crates for models and instrumentation.
7. ModelBuilder II will assist with the fabrication and assembly of complex wooden models for the laboratory as well as modification of existing models as needed.
8. DataManager A will assist with the management of all laboratory data, the development and maintenance of databases, management and updating of websites, desktop and electronic publishing, and preparation of presentations, graphics, and marketing materials.
9. DataManager B will assist with the programming of graphical user interfaces for engineering software planned for distribution and should be familiar with civil engineering terms commonly used in structural engineering applications.

## **PART III – QUALITY ASSURANCE**

Quality Assurance is the Contractor's approach to ensuring that the standards delineated in the Statement of Work are met. Please include the following:

1. A discussion of how you define quality performance, how and when you will measure it, and what steps will be taken should performance not meet the standards you define. Include relevant metrics and contractor surveillance plan. Describe the type of records to be kept which document the above plans and actions.
2. Recommendations for a Government Quality Assurance Surveillance Plan (QASP). Provide recommendations for how and when the Government should monitor quality and performance.

## **PART IV - PAST PERFORMANCE**

One copy of three (3) customer references (see attached questionnaire) for recent and relevant efforts shall be submitted with the technical proposal designated as "Original". The completed questionnaires shall be from independent sources. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current. The CO will consider such performance information along with other factors in determining whether the Offeror is to be considered responsible, as defined in FAR 9.101. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its proposal. Offerors with no relevant past performance information will be rated neutral for this evaluation factor which is listed in Section M.

Offerors should list any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.

## **VOLUME II - BUSINESS AND COST/PRICE PROPOSAL**

### **PART I - COST/PRICE INFORMATION**

Your cost or price proposal shall be specific, complete in every detail, and separate from your technical and staffing proposals. Cost figures must not be shown in the forwarding letter or in the technical or staffing proposals.

This volume shall include all pricing information and certain general financial/organization information, as described below:

Standard Form LLL, Disclosure of Lobbying Activities must be completed and submitted as a part of your cost/price proposal. The Form as revised in 1997 is available at <http://www.whitehouse.gov/OMB/grants/index.html> under the forms section.

### **COST OR PRICE PROPOSAL**

A. General.

1. Offerors shall submit a budget summary for the base period of performance and each Option Year and a budget summary for the entire five-year contract period of performance. Budget summaries shall clearly identify the following information as applicable:
  - a. Labor Rates – Provide labor rates for each category delineated in the estimated level-of-effort. Include number of hours and yearly escalation for the labor categories with hours provided in the level of effort. For labor category with no associated labor hours, provide the labor rate. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.
  - b. Productive Hours – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.
  - c. Indirect Rates – Discuss your proposed rates for all years. Identify all the various specific indirect rates and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. State any differing rate applications (for example, if there is a different proposed rate when applied to travel than when applied to subcontractor costs). Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded this contract?
  - d. Subcontracting/Consultants: If Subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:
    - (1) Name and address of the Subcontractor or consultant.
    - (2) Identify the individual’s name, positions and the portion of work to be conducted by the Subcontractor or consultant.
    - (3) Cost/price proposal (with supporting information as necessary).

**NOTE:** Prime Contractor/Offeror is responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named Consultant/consultant as defined at FAR 15.404-3.*

- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

- e. Other Direct Costs and Travel: Offeror shall use the estimated figures included in Section B.

Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.

Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The Federal Highway Administration may use an independent Contractor for cost and price analyses.

- f. Profit/Fee: Offeror shall include a proposed fee and its base. The Government anticipates awarding cost-plus-fixed-fee task orders.

## **PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION**

1. General Information. You must attach a supplemental sheet providing the following information:
  - a. Indicate your fiscal year period (provide month to month dates).
  - b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.
  - c. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.
  - d. Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
  - e. Indicate whether your cost estimating system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
  - f. Indicate whether your cost accumulation system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.

- g. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- h. Your DUNS and TIN numbers.

#### **52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-10, Room 4404, 400 Seventh Street, SW., Washington, D.C. 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **I. FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far> or <http://www.dot.gov/ost/m60>.

#### **52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)**

#### **52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)**

Portions of this solicitation are altered as follows: None.

#### **52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition

of "(DEVIATION)" after the date of the regulation.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 Evaluation Criteria**

The Government's source selection decision will be based on a Best Value, Trade-off process using the following three factors, further defined below: (A) Technical; (B) Price; (C) Past Performance. When combined, Technical and Past Performance are more important than Price. As differences in technical and past performance ratings and evaluations between offerors proposals become narrower, price will increasingly become more important as a factor. The evaluation for each of these factors is described below.

#### **A. Technical**

##### **1. Technical, Management, and Organizational Capability**

(a) Technical approach to meeting the requirements of the SOW

(b) Capability of organization itself to manage and coordinate efforts of the type delineated in the SOW, including:

- Organizational hierarchies and lines of communication
- The ability of the organization to effectively and efficiently manage employees during periods of variable work loads.
- Filling vacancies that may occur related to poor performance, retirement, new Government requirements, and/or normal turnover.
- Planned efforts to handle disputes and negative inter-employee relations.

##### **2. Staffing / Qualifications of Key Personnel**

The relevancy, depth, and breadth of experience and education for proposed personnel and subcontractors, and the extent to which they meet the Government's needs as specified within this solicitation.

##### **3. Quality Assurance**

(a) The extent to which the Government believes the contractor's plan to define, measure, monitor and correct performance adequately reflects the requirement, and insures quality performance. Specific performance metrics (as applicable) and the means of surveillance are examples of factors the Government may consider in its evaluation of the plan.

#### **B. Cost**

In addition to the criteria listed above, cost will be considered in the award decision, and will be evaluated by analyzing the proposed Labor Rates, Indirect Overhead Rates, and Fixed Fee.

## **C. Past Performance**

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its former customers. The lack of a relevant or recent past performance record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- Timeliness;
- Delivery or Performance;
- Problem Responsiveness;
- Quality of Purchased Product or Services;
- Cost Control;
- Technical Support; and
- Delivered Quantities.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.

### **52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evacuation of options will not obligate the Government to exorcise the option(s).